

## SCHEDULE 12.9.1

### PHYSICAL COLLOCATION SPACE RESERVATION

Space for Physical Collocation may be reserved on the following basis:

1. Requesting Carrier may request to reserve additional space (or bays) in an Ameritech Central Office in which the Requesting Carrier has Physical Collocation for permitted telecommunications-related equipment.
2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system ("**Reservation Charge**").
3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being occupied and utilized (e.g., if Requesting Carrier is utilizing only one (1) bay in a one hundred (100) square foot space, only one (1) bay may be reserved) for Interconnection with and/or access to the Network Elements of Ameritech by Requesting Carrier in the particular Central Office.
4. The reservation takes a priority based on the date at which it is made.
5. If Ameritech receives an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized. The holder(s) of the lowest priority reservation(s) that when considering all higher priority reservations, still represent(s) available space sufficient to partially or completely fill the order(s) for Physical Collocation (each, an "**Option Party**") will be given written notice of its (their) option of "enforcing" or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished and the reservation payment is forfeited. A new reservation may be activated by payment of another Reservation Charge, but the new reservation will be given a priority based on the date Ameritech received the reactivation reservation. The holder(s) of the reservation(s) with the next higher priority will be required to enforce or relinquish its (their) reservation(s) until such time as all Option Parties have either enforced or relinquished its (their) space reservation(s).

6. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

7. In a Central Office, Ameritech may reserve space on the following conditions:

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.
- The total amount of space reserved cannot exceed the amount of space Ameritech is currently using in the Central Office.

8. Ameritech shall enforce its reservation in the same manner in which Requesting Carrier and other collocating Telecommunications Carriers shall be required to enforce their reservations. In that case, Ameritech may impute the floor space charge to the operations for which the space is reserved.

9. Requesting Carrier may not assign a reservation to any third party, including its Affiliate or a prospective Resident Collocator.

### **SCHEDULE 12.9.3**

#### **COLLOCATION CAPACITY PLANNING**

By the end of Contract Month 3, Requesting Carrier and Ameritech shall jointly develop a planning process for meeting Requesting Carrier's space and intraoffice facility requirements which shall include the procedures to be followed for the Requesting Carrier quarterly forecast of anticipated additional power requirements.

## SCHEDULE 12.12

### DELIVERY OF COLLOCATED SPACE

#### 1.0 Delivery of Physical Collocation Space

1.1 Upon receipt of a Collo Response, Requesting Carrier shall send written verification to Ameritech within twenty (20) Business Days that it still requires each Collocation space requested on Requesting Carrier's Collo Order for which space is available. This written verification is Requesting Carrier's firm order for service for each Collocation space requested. Subject to **Section 1.3** below, Requesting Carrier's written verification shall be accompanied by Requesting Carrier's (and, if applicable, each Resident Collocator's) payment of fifty percent (50%) of all applicable Central Office Build Out ("COBO") fees (the "**Initial COBO Payment**"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual Delivery Date or, if not received by Ameritech within twenty (20) Business Days of Ameritech's Collo Response, will result in cancellation of the firm order.

1.2 So long as Requesting Carrier has a satisfactory credit rating with Ameritech for the twelve (12) month period preceding the date of Requesting Carrier's Collo Order pursuant to **Section 12.12**, Requesting Carrier shall pay the COBO charges as follows:

Initial COBO Payment:	50% of COBO charges
The Date which is midway between the initial walk-through and the Delivery Date:	25% of COBO charges
Completion of space conditioning:	25% of COBO charges

1.3 If Requesting Carrier's credit rating is not satisfactory within the aforementioned period, COBO charges shall be paid 40%-40%-20% in lieu of the foregoing 50%-25%-25% schedule.

#### 2.0 Additional Rules and Regulations Applicable to Physical Collocation Space

Physical Collocation will be provided subject to the following provisions:

2.1 Requesting Carrier will be responsible for its pro rata share of any extraordinary costs incurred by Ameritech to prepare the Collocation space for the installation of Requesting Carrier's equipment and for extraordinary costs to maintain the Collocation space for Requesting Carrier's equipment on a going-forward basis. Requesting Carrier's pro rata share will be determined in accordance with a Commission-approved methodology. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable

entry facility, individualized DC power system infrastructure needs, increasing the capacity of the standby AC system or the existing commercial power facility requirements, installation, maintenance, repair and monitoring of security measures, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

At the initial walk-through referred to in Section 12.12.2(b), Ameritech shall provide to Requesting Carrier with any information in its possession relating to Requesting Carrier's requirements for the space. Within ten (10) Business Days after the initial walk-through, Ameritech shall provide to Requesting Carrier a written proposal (the "**Collo Proposal**") that includes the extraordinary costs associated with such space, the expected Delivery Date and an estimated date for Requesting Carrier's second COBO payment, as provided in Section 1.2. Requesting Carrier shall acknowledge acceptance of the charges in the Collo Proposal by signing it and returning a copy to Ameritech within ten (10) Business Days after Ameritech provides it to Requesting Carrier.

2.2 Requesting Carrier will be responsible for notifying Ameritech of any significant outages of Requesting Carrier's equipment which could impact any of the services offered by Ameritech, and provide estimated clearing time for restoration.

2.3 Requesting Carrier is responsible for coordinating with Ameritech to ensure that services are installed in accordance with the service request.

2.4 Requesting Carrier is responsible for testing, if necessary, with Ameritech to identify and clear a trouble when the trouble has been sectionalized (isolated) to a Requesting Carrier-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, Requesting Carrier shall obtain Ameritech's written approval of Requesting Carrier's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. Ameritech may request additional information before granting approval and may require scheduling changes. Requesting Carrier must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.

2.6 Ameritech has the right to inspect Requesting Carrier's completed installation of equipment and facilities and to make subsequent and periodic inspections of the Requesting Carrier's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If Requesting Carrier is found to be in non-compliance with the terms and conditions of this Schedule, Requesting Carrier must modify its installation to achieve compliance. Ameritech will notify Requesting Carrier in advance of such inspections, and Requesting Carrier shall have the right to be present at the time of the inspection.

2.7 See Tariff F.C.C. No. 2, Section 16 for additional terms and conditions applicable to Physical Collocation.

### **3.0 Delivery of Virtual Collocation Space**

3.1 Ameritech shall allow periodic inspections of Virtual Collocation space where Requesting Carrier equipment is located.

3.2 Ameritech shall ensure that all applicable alarm systems (e.g., power) that support Requesting Carrier equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

3.3 See Tariff F.C.C. No. 2, Section 16.3.

## SCHEDULE 12.15

### COMMON REQUIREMENTS

The following requirements are applicable to both Physical Collocation and Virtual Collocation:

1. Ameritech shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.
2. Requesting Carrier may provide basic telephone service with a connection jack for the Collocated space.
3. Ameritech shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for Requesting Carrier's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.
4. Ameritech shall provide all ingress and egress of fiber cabling to Requesting Carrier Collocated spaces in compliance with Requesting Carrier's request for cable diversity. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation. Requesting Carrier will pay any additional costs incurred by Ameritech to meet any special diversity requirements of Requesting Carrier which are beyond those normally provided by Ameritech.
5. Ameritech shall provide Requesting Carrier with written notice five (5) Business Days prior to those instances where Ameritech or its subcontractors may be performing non emergency work that may affect the Collocated space occupied by Requesting Carrier or the AC and DC power plants that support Requesting Carrier equipment. Ameritech will inform Requesting Carrier by telephone of any emergency-related work that Ameritech or its subcontractors may be performing that may affect the Collocated space occupied by Requesting Carrier or the AC and DC power plants that support Requesting Carrier equipment. Notification of any emergency-related work shall be made as soon as practicable after Ameritech learns that such emergency work is necessary but in no event longer than thirty (30) minutes after such time. The Implementation Plan shall identify the points of contact of each Party for any notification required by this **Section 7**. For purposes of this **Schedule 12.15**, "**emergency related work**" means any activity related to fire, explosion, power cable cut, flood, or severe water leakage.
6. Requesting Carrier shall not be required by Ameritech to relocate its equipment during the Term. If Requesting Carrier, at Ameritech's request, agrees to

relocate its equipment, then Ameritech shall reimburse Requesting Carrier for any and all costs reasonably associated with such relocation.

7. Power as referenced in this Schedule 12.15 refers to any electrical power source supplied by Ameritech for Requesting Carrier equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. Ameritech will supply power to support Requesting Carrier equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. Ameritech shall supply power to Requesting Carrier on a nondiscriminatory basis to that provided by Ameritech to itself or to any third person. If Ameritech performance, availability, or restoration falls below industry standards, Ameritech shall bring itself into compliance with such industry standards as soon as technologically feasible.

8. Subject to space limitations and Requesting Carrier's compliance with the applicable request process and payment requirements of this Agreement, Ameritech shall provide power to meet Requesting Carrier's reasonable needs for placement of equipment, Interconnection, or provision of service.

9. Both Requesting Carrier's power equipment and Ameritech power equipment supporting Requesting Carrier's equipment shall comply with all applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout. Requesting Carrier may not use frame grounds to get ground returns.

10. All other equipment and facilities placed by Requesting Carrier on an Ameritech Premises, including transmission equipment, cabling, maintenance equipment and monitoring equipment, shall comply with the requirements of Section 12.4.2.

11. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

12. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

13. Ameritech shall provide electrical safety procedures and devices in accordance with OSHA or industry guidelines.

14. Within ten (10) Business Days after the initial walk-through, Ameritech shall provide Requesting Carrier with a copy of any existing drawings showing Requesting Carrier's proposed Collocation space and any related Ameritech facilities, and provide information relating to measurements for necessary Requesting Carrier cabling which are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as Ameritech charges other Telecommunications Carriers for the provision of the foregoing drawings and information, Requesting Carrier shall reimburse Ameritech for the costs, if



any, incurred by Ameritech to provide Requesting Carrier with the foregoing drawings and information.

## SCHEDULE 12.16

### ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

The following additional requirements shall be applicable to Physical Collocation only:

1. For each building in which Collocated space is provided and upon request by Requesting Carrier for that building, Ameritech will certify that the building complies with all applicable Ameritech internal environmental, health and safety regulations.

2. Ameritech shall permit Requesting Carrier to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by Requesting Carrier's work center; provided, however, that no such Requesting Carrier-installed equipment shall interfere with the existing use of the Central Office and such installation shall be at Requesting Carrier's sole cost and expense.

3. Ameritech shall construct the Collocated space in compliance with Requesting Carrier's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by Requesting Carrier at prices to be determined.

4. Ameritech shall provide Requesting Carrier two options to receive power for its collocation space. When ordering Physical Collocation, Requesting Carrier shall specify that Ameritech provide Central Office power to Requesting Carrier either (i) from an Ameritech BDFB to each of Requesting Carrier's equipment bays or (ii) in the form of fused power feeds from Ameritech's main power distribution board to Requesting Carrier's BDFB located in the designated Requesting Carrier equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Requesting Carrier equipment. The termination location shall be as mutually agreed upon by the Parties. If Requesting Carrier chooses to receive power via the fused power feeds, it shall pay Ameritech for all costs, as determined in accordance with the Act, incurred by Ameritech to establish such power.

5. Where available and consistent with reasonable security restrictions, Ameritech shall provide reasonable access to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a 24 x 7 basis for Requesting Carrier personnel and its designated agents. Ameritech shall also provide Requesting Carrier reasonable access to parking at Ameritech's Premises, where applicable and on a nondiscriminatory basis at which Ameritech employees receive access to parking.

6. Requesting Carrier or its vendor may not temporarily or permanently remove, dismantle or modify any portion of its or any Other Collocator's cage enclosures.

7. Requesting Carrier (and its Resident Collocators) shall adhere to all rules and regulations that apply to Collocation at Ameritech's Premises. If Requesting Carrier, or any vendor performing work on its behalf, violates such rules and regulations, Requesting Carrier (and/or such vendor) shall be subject to disciplinary procedures and, if such violation causes Ameritech to incur any costs, Requesting Carrier shall promptly reimburse Ameritech for such costs.

8. To maximize available space, Requesting Carrier is responsible for removing any equipment, property or other items that it or its vendor brings into Ameritech's Premises within thirty (30) days after discontinuance or termination of any Physical Collocation arrangement. If Requesting Carrier fails to remove such materials by the foregoing date, Ameritech may remove such equipment and/or materials and charge Requesting Carrier for any and all claims, expenses, fees or other costs associated with such removal. Requesting Carrier shall hold Ameritech and any vendor that performs such removal harmless from the failure to return any such equipment, property or other items.

9. Ameritech power equipment supporting Requesting Carrier's equipment shall:

- (a) Provide appropriate Central Office ground, connected to a ground electrode located within the Requesting Carrier collocated space, at a level above the top of Requesting Carrier's equipment plus or minus two (2) feet to the left or right of Requesting Carrier's final request; and
- (b) Provide feeder capacity and quantity to support the ultimate equipment layout for Requesting Carrier equipment upon completion of the equipment node construction in accordance with Requesting Carrier's request for Collocation.

10. Ameritech shall within ten (10) Business Days after the initial walk-through provide Requesting Carrier with documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses.

11. Within thirty (30) days of Requesting Carrier's written request, Ameritech shall provide to Requesting Carrier (i) work restriction guidelines related to any restrictions on the manner in which Requesting Carrier can perform work on Ameritech's Premises and (ii) a list of Ameritech technical guidelines applicable to the Collocation of

equipment in Ameritech's Premises. Requesting Carrier acknowledges that it is responsible to order such technical guidelines at its cost and expense. Ameritech will notify Requesting Carrier in a timely manner of any changes to such work restriction and technical guidelines.

12. Requesting Carrier shall not, without the express permission of an Ameritech employee, use any Ameritech equipment, furniture, frame, tools or other personal property.

13. Intervals shorter than one hundred twenty (120) days to augment existing collocation arrangements (not including augments for additional space) may be mutually negotiated by both Parties based on the specific nature of the request, work force availability, and technical feasibility.

**SCHEDULE 19.17**

**FORM OF CERTIFICATE OF ELIGIBILITY  
FOR OSS DISCOUNTS  
[Insert Date]**

**VIA FACSIMILE AND U.S. MAIL**

[Name and Address of Account Manager]

[Name and Address of Services Manager]

Dear \_\_\_\_\_:

This Certificate of Eligibility for OSS Discounts (the "**Eligibility Certificate**") is delivered to you pursuant to Section 9.6 of the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of \_\_\_\_\_, 2000 by and between our companies. Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meanings provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION (INITIALLY AND ON A QUARTERLY BASIS)]

As a condition to receipt of the promotional provisions set forth in the Agreement, [REQUESTING CARRIER] hereby certifies to Ameritech that:

1. Requesting Carrier intends on using the following requested unbundled Local Loops to provision Advanced Services:

[LIST]

2. The requested unbundled Loops that have obtained the OSS discounts are being used to provision Advanced Services.

In Witness Whereof, [REQUESTING CARRIER] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[REQUESTING CARRIER]

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

**SCHEDULE 19.18**

**FORM OF CERTIFICATE OF ELIGIBILITY  
FOR PROMOTIONAL DISCOUNTED PRICING**

ON UNBUNDLED LOCAL LOOPS

[Insert Date]

VIA FACSIMILE AND U.S. MAIL

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear \_\_\_\_\_:

This Certificate of Eligibility for Promotional Discounted Pricing on Unbundled Local Loops (the "**Eligibility Certificate**") is delivered to you pursuant to Section 9.6.3 of the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of \_\_\_\_\_, 2000 by and between our companies. Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meanings provided in the Agreement and the FCC Conditions.

As a condition to receipt of the promotional provisions set forth in the Agreement, \_\_\_\_\_ hereby certifies to Ameritech that the requested Unbundled Local Loops provided at the promotional discounted prices are being used in accordance with the FCC Conditions.

In Witness Whereof, \_\_\_\_\_, has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## PRICING SCHEDULE — ILLINOIS<sup>1/</sup>

### ITEM I — 9-1-1 Service

See Exhibit PS-I

### ITEM II — Reciprocal Compensation/Transit Service Charge

#### A. Reciprocal Compensation

- |                                      |                                     |
|--------------------------------------|-------------------------------------|
| 1. End Office Local Termination      | \$0.003746 per minute               |
| 2. Tandem Switching                  | \$0.001072 per minute               |
| 3. Tandem Transport Termination      | \$0.000201 per minute               |
| 4. Tandem Transport Facility Mileage | \$0.000013 per minute <sup>2/</sup> |

#### B. Transit

- |                                  |                       |
|----------------------------------|-----------------------|
| 1. Transit Tandem Switching      | \$0.004836 per minute |
| 2. Transit Transport Termination | \$0.000189 per minute |
| 3. Transit Facility Mileage      | \$0.000093 per minute |

### ITEM III — Ancillary Traffic

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<sup>1/</sup> Certain of the rates, charges and prices contained in this Pricing Schedule have been established by the Commission pursuant to the procedures mandated in its February 17, 1998 order, issued in Docket No. 96-0486, 96-0559, consolidated, as amended by its Amendatory Order dated April 6, 1998 (the "TELRIC Order"). Notwithstanding anything to the contrary in this Agreement, including **Section 28.2**, if the Commission, a court or other tribunal of competent jurisdiction issues an order in a subsequent proceeding that establishes, changes or results in rates, charges or prices that generally apply to the products and services available in this Agreement (a "Subsequent Order"), the Parties agree to substitute the TELRIC Order rates with such new or modified rates, charges or prices established in the Subsequent Order and such rates, charges and prices shall be effective in accordance with the Subsequent Order.

<sup>2/</sup> Mileage calculated from the originating Party's point of Interconnection to the terminating Party's End Office. Pursuant to the Arbitration Decision, for the purpose of Ameritech's payment of compensation to Requesting Carrier, the assumed mileage shall be 12 miles.

Ancillary Services Billing and Collection: \$0.03 per message

ITEM IV — BLV/BLVI Traffic

- A. Busy Line Verification (BLV): \$0.936756 per use
- B. Busy Line Verification Interrupt (BLVI): \$1.094538 per use  
(in addition to BLV charge)

ITEM V — Unbundled Network Elements

A. Unbundled Loop Rates

1. Recurring Rates

	Monthly Rates Access Area <sup>3</sup>		
	<u>A</u>	<u>B</u>	<u>C</u>
2-Wire Analog			
Basic	\$11.40	\$2.59	\$7.07
Ground Start	\$2.64	\$7.84	\$12.38
COPTS Coin	\$2.67	\$8.09	\$12.72
Electronic Key Line	\$2.95	\$12.18	\$17.92
4-Wire Analog	\$4.08	\$16.82	\$26.63
Digital			
ISDN - 2-Wire	\$2.71	\$8.88	\$13.68
4-Wire 64 Kbps	\$62.12	\$61.34	\$62.36
4-wire 1.544 mbps	\$73.46	\$61.45	\$61.56
2-Wire ADSL-Compatible	\$2.59	\$7.07	\$11.40
2-Wire HDSL-Compatible	\$2.59	\$7.07	\$11.40
4-Wire HDSL-Compatible	\$4.08	\$16.82	\$26.63
Cross Connect Charge (additional, per cross connect):			
2-wire		\$0.14	

<sup>3</sup> "Access Area" is defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.



4-wire	\$0.31
6-wire	\$0.45
8-wire	\$0.62
DS1	\$0.43
DS3	\$0.76

Service Coordination Charge	\$1.15
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2. Non-Recurring Rates

Service Order—Establish/Change: (Business or Residence)	\$13.17 <sup>4/</sup> <sup>5/</sup>
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Line Connection: (Business or Residence)	\$25.08 <sup>6/</sup>
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	<u>Monthly</u>	<u>Non-Recurring Charge</u>
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B. Interoffice Transmission Facilities DS1

1. Entrance Facility

- Per Point of Termination Terminating Bit Rate  
1.544 Mbps

Area A	\$73.46	---
Area B	\$61.45	---
Area C	\$61.56	---

2. Interoffice Mileage Termination

- Per Point of Termination  
1.544 Mbps

Area A	\$17.35	---
Area B	\$17.35	---
Area C	\$17.35	---

Interoffice Mileage

- Per mile  
1.544 Mbps

<sup>4</sup> The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

<sup>5/</sup> This is an interim rate per Second Interim Order.

<sup>6</sup> The Line Connection Charge applies to each Loop.

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
Area A	\$1.88	---
Area B	\$1.88	---
Area C	\$1.88	---

### 3. Optional Features and Functions

#### (a) Clear Channel Capability

- Per 1.544 Mbps Circuit Arranged

Area A	\$443.18	---
Area B	\$443.18	---
Area C	\$443.18	---

#### (b) Interconnection Central Office Multiplexing

- DS1 to Voice/Base Rate/128.0, 256.0,  
384.0 Kbps Transport

Area A	\$275.34	---
Area B	\$275.34	---
Area C	\$275.34	---

#### (c) DS1 Cross Connect

	\$000.43	---
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### C. Interoffice Transmission Facilities - DS3

#### 1. Entrance Facility

- Per Point of Termination

#### (a) DS3 with Electrical interface

- Per Termination

Area A	\$686.47	---
Area B	\$768.77	---
Area C	\$752.87	---

#### 2. Interoffice Mileage Termination

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
- Per Termination		
- Electrical		
Area A	\$146.93	---
Area B	\$146.93	---
Area C	\$146.93	---
Interoffice Mileage		
- Per Mile		
Area A	\$29.81	---
Area B	\$29.81	---
Area C	\$29.81	---

### 3. Optional Features and Functions

#### (a) Interconnection - Central Office Multiplexing

- Per Arrangement
- DS3 to DS1

Area A	\$404.30	---
Area B	\$404.30	---
Area C	\$404.30	---

(b) DS3 Cross Connect	\$000.76	---
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### D. Interoffice Transmission Facilities - OC-3

#### 1) Entrance Facility

- Per Point of Termination Terminating Bit Rate 155.52 Mbps	\$311.34	---
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#### 2) Interoffice Mileage Termination

- Per Point of Mileage Termination 155.52 Mbps	\$342.69	---
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Interoffice Mileage		
- Per Mile 155.52 Mbps	\$208.80	---

#### 3) Optional Features and Functions

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
a) OC-3 Add/Drop Multiplexing		
- Per arrangement	\$542.03	---
b) Add-Drop Function		
- Per DS3 Add or Drop	\$105.15	---
- Per DS1 Add or Drop	\$32.48	---
c) - Cross-Connection of Services OC-3 to OC-3 Cross-Connect		
- Per Circuit	\$76.83	---
d) 1+1 Protection		
- Per OC-3 Entrance Facility	\$41.59	---
e) 1+1 Protection with Cable Survivability		
- Per OC-3 Entrance Facility	\$41.59	---
f) 1+1 Protection with Route Survivability		
1) Per OC-3 Entrance Facility	Apply Rates and Charges as (d) above plus (2) below	
2) Per Quarter Route Mile	\$62.34	---

E. Interoffice Transmission Facilities - OC-12

1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 622.08 Mbps	\$547.79	---
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 622.08 Mbps	\$571.38	---

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
Interoffice Mileage		
- Per Mile 622.08 Mbps	\$376.16	---
3) Optional Features and Functions		
a) OC-12 Add/Drop Multiplexing		
- Per arrangement	\$637.78	---
b) Add/Drop Function		
- Per OC-3 Add or Drop	\$146.47	---
- Per DS3 Add or Drop	\$31.77	---
c) Cross-Connection of Services OC-12 to OC-12 Cross-Connect		
- Per Circuit	\$405.01	---
d) 1+1 Protection		
- Per OC-12 Entrance Facility	\$205.74	---
e) 1+1 Protection with Cable Survivability		
- Per OC-12 Entrance Facility	\$205.74	---
f) 1+1 Protection with Route Survivability		
1) Per OC-12 Entrance Facility	Apply Rates and Charges as (d) above plus (2) below	
2) Per Quarter Route Mile	\$54.20	---

F. Interoffice Transmission Facilities - OC-48

1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 2488.32 Mbps	\$2,418.86	---

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 2488.32 Mbps	\$1,269.31	---
Interoffice Mileage		
- Per Mile 2488.32 Mbps	\$320.69	---
3) Optional Features and Functions		
a) OC-48 Add/Drop Multiplexing		
- Per arrangement (not to exceed 12 DS3s or equivalent)	\$724.77	---
b) Add/Drop Function		
- Per OC-12 Add or Drop	\$317.08	---
- Per OC-3 Add or Drop	\$146.91	---
- Per DS3 Add or Drop	\$ 49.90	---
c) Cross-Connection of Services OC-48 to OC-48 Cross-Connect		
- Per Circuit	\$981.34	---
d) 1+1 Protection		
- Per OC-48 Entrance Facility	\$848.18	---
e) 1+1 Protection with Cable Survivability		
- Per OC-48 Entrance Facility	\$848.18	---
f) 1+1 Protection with Route Survivability		
1) Per OC-48 Entrance Facility Channel Apply Rates and Charges as		
(d) above plus (2) below		
2) Per Quarter Route Mile	\$96.65	---

G. Installation and Rearrangement Charges for Interoffice Transmission Facilities

	Administration Charge, Per Order	Design and Central Office Connection Charge, Per Circuit	Carrier Connection Charge Per Termination
DS1 Service 1.544 Mbps			
Area A	\$406.61	\$632.71	\$585.51
DS3 Service 44.736 Mbps			
Area A	\$308.22	\$671.16	\$377.25

	Administration Charge, Per Order	Design and Central Office Connection Charge, Per Circuit	Carrier Connection Charge Per Termination
OC-3 Service 155.52 Mbps	\$123.65	\$564.71	\$875.11
OC-12 Service 622.08 Mbps	\$123.65	\$564.71	\$875.11
OC-48 Service 2488.32 Mbps	\$123.65	\$564.71	\$875.11

H. Rates for Maintenance.<sup>2/</sup>

1. Trip Charge - \$69.27 per trouble dispatch.
2. Time Charge - \$28.52 per quarter hour with a quarter hour minimum and quarter hour increments.

ITEM VI — Wholesale Resale Services

A. See Schedule 10.1

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<sup>2/</sup> Rates as of the Effective Date. The rates for maintenance shall be revised from time to time consistent with those rates that Ameritech charges its retail Customers.

ITEM VII — Collocation

See Exhibit PS-VII

ITEM VIII — Structure

See Exhibit PS-VIII

ITEM IX — Service Provider Number Portability

See Section 13.8

ITEM X — Operator Services and Directory Assistance (as a TC Service)

See Exhibit PS-X

ITEM XI — Signaling Networks and Call Related Databases (as a TC Service)

See Exhibit PS-X1



## EXHIBIT PS-I

### RATE TABLE — ILLINOIS

#### E911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 100 Access Lines<sup>1/</sup> serviced by the E911 Network: \$29.62 per month.

The per 100 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

Access Lines	Trunks provided at no additional charge
01 - 1,500 =	2 Trunks
1,501 - 7,500 =	3 Trunks
7,501 - 18,500 =	4 Trunks
18,501 - 33,500 =	5 Trunks

Should Requesting Carrier desire more trunks than those described above, Requesting Carrier shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update: Update of the ALI/DMS data base from paper copies of service order activity furnished by Requesting Carrier, charge per updated record: \$6.66

Address and Routing File: \$276.55 per request per NPA (per quarter)<sup>2/</sup>

E9-1-1 Control Office \$1,314.83 non-recurring charge per  
Software Enhancement - E9-1-1 Control Office

<sup>1</sup> Or fraction thereof. The minimum charge will be based upon 100 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS database, including those that are outside of the Customer's geographical boundary jurisdiction, but within Requesting Carrier's exchange boundary and set for routing via the E911 network.

<sup>2</sup> This charge applies for entire NPA or fraction thereof.

Connection Charge

SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide E911 Service described in Section 3.9 and selected by Requesting Carrier in the Exchange Area(s) in which both of the following conditions are met: (1) Requesting Carrier is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) Ameritech is the 911 service provider in such Exchange Area(s).

B. Requesting Carrier Updates:

If Requesting Carrier elects to furnish daily updates to the Customer information contained within the Requesting Carrier database, Ameritech will provide Requesting Carrier with the proper address to which updates should be sent.

**COLLOCATION  
EXHIBIT PS-VII  
PHYSICAL COLLOCATION — ILLINOIS**

	<u>Non-Recurring Charges</u>	<u>Monthly Recurring</u>
Caged Collocation:		
- 50 sq. ft. increments		
Order Charge per connect order	\$554.01	---
Order Charge per disconnect order	\$10.22	---
Central Office Build Out		
per Initial 50 sq. ft. per Co.	\$32,844.67	---
per Add'l 50 sq. ft. on same order as and contiguous to Initial 50 sq. ft.	\$12,021.33	---
Transmission Node Enclosure		
per Initial 50 sq. ft.	\$2,957.51	---
per Add'l 50 sq. ft. same enclosure	\$1,353.70	---
Central Office Floor Space/per 50 sq. ft.	---	\$300.71
- 100 sq.ft. increments		
Order Charge per connect order	\$300.50	---
Order Charge per disconnect order	\$10.22	---
Central Office Build Out		
per Initial 100 sq. ft. on same order	\$30,648.22	---
per Add'l 100 sq. ft. on same order as and contiguous to Initial 100 sq. ft.	\$11,926.23	---
Transmission Node Enclosure		
per Initial 100 sq. ft.	\$4,844.41	---
per Add'l 100 sq. ft. same enclosure	\$1,631.53	---
Central Office Floor Space/per 100 sq. ft.	---	\$516.28
Cageless Collocation - 36 in. x 36 in.		
Bay Foot Print		
Order Charge per connect order	\$347.33	---
Order Charge per disconnect order	\$11.41	---
Central Office Build Out		
per Initial Bay	\$16,742.92	---
per Add'l Bay on same order as and contiguous to Initial Bay	\$4,468.14	---
Central Office Floor Space per Bay	---	\$87.31
Cable Vault Splicing/per Initial splice	\$209.75	---

	<u>Non-Recurring Charges</u>	<u>Monthly Recurring</u>
Cable Vault Splicing/per Subsequent splice	\$15.55	---
Splice Testing/per Initial Splice Test	\$48.13	---
Splice Testing/per Subsequent Splice Test	\$2.83	---
Cable Pulling from Manhole to Cable Vault/ per First foot	\$227.60	---
Cable Pulling from Manhole to Cable Vault/ per Add'l foot	\$1.14	---
Cable Pulling from Cable Vault to the transmission node/per First foot	\$84.93	---
Cable Pulling from Cable Vault to the transmission node/per add'l foot	\$0.84	---
Power Delivery/per Power Lead	\$1,802.03	---
Diverse Riser/per Floor Traversed	\$501.99	---
Space Reservation Charge/per Each request	\$801.93	---
Security Photo ID card per card	\$10.09	---
Riser Space/Foot	---	\$1.15
Entrance Conduit/per Innerduct per foot	---	\$0.06
Power Consumption:		
Measurement Costs Per Customer Arrangement	\$2,911.85	---
Monthly Billing Costs Per Customer Arrangement	---	\$11.49
Kilowatt Engineering Costs-Existing Arrangements	\$272.47	---
Per KWH	---	\$0.28

	<u>Non-Recurring Charges</u>	<u>Monthly Recurring</u>
200 Conductor Electrical Cross Connect Block	---	\$64.25
Digital Cross-Connect Panel (DSX-3)/per DS-3 Termination	---	\$15.21
Digital Cross-Connect Panel/per DSX-1 Panel (Up to 56 DS-1 Term)	---	\$48.56
Optical Cross-Connect Panel/per OCX Panel Segment	---	\$5.84
Passive Bay Termination (Bay and Panel)/ DS-1 Termination	---	\$0.57
Passive Bay Termination (Bay and Panel)/ DS-3 Termination	---	\$7.29
200 Electrical Conductor Termination Block (Located Outside Transmission Node)/per Each	---	\$64.25
Digital Timing Source/per Synchronization Signal Provided	---	\$12.81
DS-1 Repeater	---	\$5.95
DS-3 Repeater	---	\$34.51

**COLLOCATION  
EXHIBIT PS-VII  
VIRTUAL COLLOCATION — ILLINOIS**

	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
Service Order	\$115.26	---
Optical Line - Cable Vault Splicing/ per Initial Splice	\$209.75	---
Optical Line - Cable Vault Splicing/ per Subsequent Splice	\$15.55	---
Optical Line - Splicing Test/ per Initial Splice	\$48.13	---
Optical Line - Splicing Test/ per Subsequent Splice Test	\$2.83	---
Optical Line - Cable Pulling - Manhole to Vault/ per First Foot	\$227.60	---
Optical Line - Cable Pulling - Manhole to Vault/ per Add'l Foot	\$1.14	---
Optical Line - Cable Pulling - Vault to LGX Panel/ per First Foot	\$84.93	---
Optical Line - Cable Pulling - Vault to LGX Panel/ per Add'l Foot	\$0.84	---
Optical Line - Diverse Riser/per Floor Traversed	\$501.99	---
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order	\$3,207.73	---
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order/ per Add'l 7' Bay Installed on Initial or Subsequent Order	\$1,603.87	---
Project Management Fee/ per Initial Shelf Installed on Subsequent Order	\$2,405.80	---

Project Management Fee/ per additional shelf installed on subsequent order	\$1,443.48	---
Project Management Fee/ per Bay Rearrangement and/or Miscellaneous Work	\$1,924.64	---
Power Delivery/per 7' Bay Installed	\$1,802.03	---
Thru-Connect per DSX-1 to DSX-1	\$7.13	\$0.24
Thru-Connect per OCX to OCX	\$7.13	\$1.72
7' Bay (Company Provided)/per Bay	\$452.34	\$26.28
7' Bay (Customer Installed/Pre-Packaged)/per Bay	---	\$22.34
Optical Line - Entrance Facility/per Foot	---	\$0.06
Optical Line - Riser Space/per Foot	---	\$0.26
Optical Line - Riser Space/per Fiber Termination	---	\$1.51
Power Consumption:		
Measurement Costs Per Customer Arrangement	\$2,911.85	---
Monthly Billing Costs Per Customer Arrangement	---	\$11.49
Kilowatt Engineering Costs-Existing Arrangements	\$272.47	---
Per KWH	---	\$0.28
200 Electrical Conductor Cross-Connect Block/ per Block	---	\$64.25
Digital Cross-Connect Panel/ per DS-3 Termination	---	\$15.21
Digital Cross-Connect Panel/ per DS-1 Panel (up to 56 DS-1 Terminations)	---	\$48.56
Optical Cross-Connect Panel/ per Panel Segment	---	\$5.84
Digital Timing Source per Timing Circuit	---	\$2.57





**CARRIER CROSS-CONNECT SERVICE FOR INTERCONNECTION (CCCSI)**  
**Recurring Rate Element**

<b>RATE ELEMENT DESCRIPTION</b>	<b>ILL</b>
Collocator to Collocator Cable Racking/Foot	\$ .70

**NonRecurring Rate Element**

<b>RATE ELEMENT DESCRIPTION</b>	<b>ILL</b>
Project Management Fee	\$1,02 8.66

**PREMISES REPORT**

**NonRecurring Rate Element**

<b>RATE ELEMENT DESCRIPTION</b>	<b>ILL</b>
Premises Report, per Premises	Time & Mater ials

**APPLICATION FEE**

**NonRecurring Rate Element<sup>3/</sup>**

<b>RATE ELEMENT DESCRIPTION</b>	<b>ILL</b>
Application Fee, Per Request Per Premises	TBD

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<sup>3/</sup> "TBD" means "to be determined," by Ameritech. As of the Effective Date, Ameritech has not established an Application Fee determined in accordance with Section 252(d) of the Act. Ameritech shall process Requesting Carrier's Collocation applications without payment; provided, that notwithstanding any limitations on backbilling in this Agreement, Ameritech shall bill and Requesting Carrier agrees to pay any applicable Application Fees once such fees have been determined.

**EXHIBIT PS-VIII  
STRUCTURE PRICING<sup>4/</sup>**

**POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS**

	<u>Non-Recurring Charge</u>	<u>Per Year</u>
Administrative Fee		
- per request or assignment	\$200.00	
Pole Attachment Fee		
- per pole, per year for each one foot of usable space occupied and for each power supply or equipment case or cabinet attached to a pole		\$2.36
Conduit Attachment Fee		
- per foot of innerduct occupied per year		\$0.41 <sup>5/</sup>

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<sup>4/</sup> The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Illinois and shall be adjusted periodically consistent with the terms of the Agreement.

<sup>5</sup> If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

**EXHIBIT PS-VIII  
STRUCTURE PRICING<sup>6/</sup>**

A. The following fees, rates and charges apply to Attachment to Ameritech Structure.

1. **Administrative Fees.** Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate a Requesting Carrier's request for Attachment. Administrative Fees are payable with Requesting Carrier's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

Administrative Fee - \$200.00 per request of assignment.

2. **Maps, Records and Information Charges.** Maps, Records and Information charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to a Requesting Carrier. Charges for these services will be as follows:

- a. **Initial Map Preparation** - The full cost to Ameritech to prepare a map or record for access by a Requesting Carrier.
- b. **Record Searches and Information Requests** - The full cost to Ameritech to research records and assemble information to respond to a Requesting Carrier's request for information and, if applicable, to meet with the Requesting Carrier to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Requesting Carrier shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Requesting Carrier shall pay the amount by which the costs of the request exceeds the estimate. Ameritech will reimburse to the Requesting Carrier the amount by which the deposit exceeds the actual cost of the request.

3. **Make Ready Work Charges.** Make Ready Work Charges include all of Ameritech's costs to prepare Structure for the Attachments of the Requesting Carrier, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

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<sup>6/</sup> The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Illinois and shall be adjusted periodically consistent with the terms of the Agreement.

- a. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.
  - b. Prior to commencing any Make Ready Work by Ameritech, the Requesting Carrier shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Requesting Carrier shall pay the amount by which the Make Ready Work Charges exceeds the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.
  - c. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Requesting Carrier shall make separate deposits for field survey Make Ready Work to determine the actual availability of space based on Ameritech's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Requesting Carrier's Attachment.
  - d. In the event that other Requesting Carriers, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Requesting Carrier's proportionate share of the Make Ready Work Charges.
4. Attachment Fees. Attachment Fees are the recurring charges to the Requesting Carrier to place and maintain its Attachments in or on Ameritech's Structure.
- a. Attachment Fees are due and payable twice each Contract Year in advance. On January 1 of each year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each Contract Year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.
  - b. Pole Attachment Fees
    - i) The Attachment Fee for poles applies to each pole on which the Requesting Carrier has placed its Attachment or for which Make Ready Work pursuant to a request for access has been completed.
    - ii) Pole Attachment Fee: \$2.36 per pole, per year for each one foot of space occupied by the Requesting Carrier's Attachments.
  - c. Duct or Conduit Attachment Fees

- i) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Requesting Carrier placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.
  - ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Requesting Carrier's Attachment, plus the cable racking and maintenance loop space measured by the length of the Requesting Carrier's cable within each manhole.
  - iii) If Requesting Carrier's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.
  - iv) If Requesting Carrier occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per Inner-duct foot for the Attachment.
  - v) Conduit Attachment Fee:  
  
\$0.41<sup>2/</sup> per foot of Inner-duct or cable racking and maintenance loop space occupied per year.
- d. Rights-of-Way Attachment Fees:
- i) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Requesting Carrier has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.
  - ii) If Requesting Carrier's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

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<sup>2/</sup> If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

- iii) The Attachment Fees for the Requesting Carrier's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment.
- iv) The Attachment Fees for the Requesting Carrier's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment, and the cost to Ameritech of the right-of-way in question.

e. Period Inspection Fees

Periodic inspection fees will be assessed to cover the Requesting Carrier's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.

## EXHIBIT PS-X

### OPERATOR SERVICES AND DIRECTORY ASSISTANCE (as a TC Service)

#### A. Operator Services

1. Operator Assistance Occurrences (manual) — rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.  
  
\$.42 per occurrence
2. Automated Occurrences — rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.  
  
\$.15 per occurrence
3. Busy Line Verification  
  
\$.936756 per occurrence
4. Busy Line Verification — Interrupt  
  
\$1.094538 per occurrence
5. Custom Branding — rate is one time charge assessed on a per trunk group basis.  
  
\$850.00 per occurrence
6. LIDB Validation — one rate will apply.  
  
\$.062160 per occurrence for customer of another LIDB provider  
\$.016151 per occurrence for Ameritech LIDB customers

#### B. Directory Assistance

1. Home NPA Directory Assistance — rate will apply on a completed basis for all direct trunked calls.  
  
\$.30 per occurrence

2. Information call completion — rates apply on a completed call basis.  
\$.16 per occurrence
3. Branding — rate is a one-time charge assessed on a per trunk group basis.  
\$850.00 per trunk group



## EXHIBIT PS-XI

### SIGNALING NETWORKS AND CALL-RELATED DATABASES

#### 1. Signaling Networks — STP Access as a Service

Signaling Link	FCC No. 2, Section 8.3.1 (Pending)
Port Termination	FCC No. 2 Section 6.9
Signaling Switching IAM	FCC No. 2 Section 6.9
Signal Transport IAM	FCC No. 2 Section 6.9
Signal Formulation IAM	FCC No. 2 Section 6.9
Signal Tandem Switching IAM	FCC No. 2 Section 6.9
Signal Switching TCAP	FCC No. 2 Section 6.9
Signal Transport TCAP	FCC No. 2 Section 6.9
Signal Formulation TCAP	FCC No. 2 Section 6.9

Non-Recurring Costs	NRCs
Port Termination	FCC No. 2 Section 6.9
Originating Point Code per service added or changed	FCC No. 2 Section 6.9
Global Title Address Transfer per service added or changed	FCC No. 2 Section 6.9

#### 2. Call-Related Databases

##### Local STP Interconnection — Toll Free Databases access as a Service

-800DB Carrier-ID-Only	FCC No. 2 Section 6.9
-800DB Routing Options	FCC No. 2 Section 6.9

##### Regional STP Interconnection — Toll Free Database access as a Service

-800 DB Carrier-ID-Only	FCC No. 2 Section 6.9
-800DB Routing Options	FCC No. 2 Section 6.9

##### Carrier Provided Operator Services — LIDB Access as a Service

Interconnection at local STP	
- LIDB Validation	FCC No. 2 Section 6.9
- LIDB Transport	FCC No. 2 Section 6.9

## EXHIBIT PS-XI

### Interconnection at regional STP

- LIDB Validation
- LIDB Transport

FCC No. 2 Section 6.9

FCC No. 2 Section 6.9

ITEM VII — Collocation

See Exhibit PS-VII

ITEM VIII — Structure

See Exhibit PS-VIII

ITEM IX — Service Provider Number Portability

See Section 13.8

ITEM X — Operator Services and Directory Assistance (as a TC Service)

See Exhibit PS-X

ITEM XI — Signaling Networks and Call Related Databases (as a TC Service)

See Exhibit PS-X1

EXHIBIT PS-I

RATE TABLE — ILLINOIS

E911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 100 Access Lines<sup>1/</sup> serviced by the E911 Network: \$29.62 per month.

The per 100 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

Access Lines	Trunks provided at no additional charge
01 - 1,500 =	2 Trunks
1,501 - 7,500 =	3 Trunks
7,501 - 18,500 =	4 Trunks
18,501 - 33,500 =	5 Trunks

Should Requesting Carrier desire more trunks than those described above, Requesting Carrier shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update: Update of the ALI/DMS data base from paper copies of service order activity furnished by Requesting Carrier, charge per updated record: \$6.66

Address and Routing File: \$276.55 per request per NPA (per quarter)<sup>2/</sup>

E9-1-1 Control Office \$1,314.83 non-recurring charge per  
Software Enhancement - E9-1-1 Control Office

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<sup>1</sup> Or fraction thereof. The minimum charge will be based upon 100 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS database, including those that are outside of the Customer's geographical boundary jurisdiction, but within Requesting Carrier's exchange boundary and set for routing via the E911 network.

<sup>2</sup> This charge applies for entire NPA or fraction thereof.

Connection Charge

SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide E911 Service described in **Section 3.9** and selected by Requesting Carrier in the Exchange Area(s) in which both of the following conditions are met: (1) Requesting Carrier is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) Ameritech is the 911 service provider in such Exchange Area(s).

B. Requesting Carrier Updates:

If Requesting Carrier elects to furnish daily updates to the Customer information contained within the Requesting Carrier database, Ameritech will provide Requesting Carrier with the proper address to which updates should be sent.

**COLLOCATION  
EXHIBIT PS-VII  
PHYSICAL COLLOCATION — ILLINOIS**

	<u>Non-Recurring Charges</u>	<u>Monthly Recurring</u>
Caged Collocation:		
- 50 sq. ft. increments		
Order Charge per connect order	\$554.01	---
Order Charge per disconnect order	\$10.22	---
Central Office Build Out		
per Initial 50 sq. ft. per Co.	\$32,844.67	---
per Add'l 50 sq. ft. on same order as and contiguous to Initial 50 sq. ft.	\$12,021.33	---
Transmission Node Enclosure		
per Initial 50 sq. ft.	\$2,957.51	---
per Add'l 50 sq. ft. same enclosure	\$1,353.70	---
Central Office Floor Space/per 50 sq. ft.	---	\$300.71
- 100 sq.ft. increments		
Order Charge per connect order	\$300.50	---
Order Charge per disconnect order	\$10.22	---
Central Office Build Out		
per Initial 100 sq. ft. on same order	\$30,648.22	---
per Add'l 100 sq. ft. on same order as and contiguous to Initial 100 sq. ft.	\$11,926.23	---
Transmission Node Enclosure		
per Initial 100 sq. ft.	\$4,844.41	---
per Add'l 100 sq. ft. same enclosure	\$1,631.53	---
Central Office Floor Space/per 100 sq. ft.	---	\$516.28
Cageless Collocation - 36 in. x 36 in.		
Bay Foot Print		
Order Charge per connect order	\$347.33	---
Order Charge per disconnect order	\$11.41	---
Central Office Build Out		
per Initial Bay	\$16,742.92	---
per Add'l Bay on same order as and contiguous to Initial Bay	\$4,468.14	---
Central Office Floor Space per Bay	---	\$87.31
Cable Vault Splicing/per Initial splice	\$209.75	---

	<u>Non-Recurring Charges</u>	<u>Monthly Recurring</u>
Cable Vault Splicing/per Subsequent splice	\$15.55	---
Splice Testing/per Initial Splice Test	\$48.13	---
Splice Testing/per Subsequent Splice Test	\$2.83	---
Cable Pulling from Manhole to Cable Vault/ per First foot	\$227.60	---
Cable Pulling from Manhole to Cable Vault/ per Add'l foot	\$1.14	---
Cable Pulling from Cable Vault to the transmission node/per First foot	\$84.93	---
Cable Pulling from Cable Vault to the transmission node/per add'l foot	\$0.84	---
Power Delivery/per Power Lead	\$1,802.03	---
Diverse Riser/per Floor Traversed	\$501.99	---
Space Reservation Charge/per Each request	\$801.93	---
Security Photo ID card per card	\$10.09	---
Riser Space/Foot	---	\$1.15
Entrance Conduit/per Innerduct per foot	---	\$0.06
Power Consumption:		
Measurement Costs Per Customer Arrangement	\$2,911.85	---
Monthly Billing Costs Per Customer Arrangement	---	\$11.49
Kilowatt Engineering Costs-Existing Arrangements	\$272.47	---
Per KWH	---	\$0.28

	<u>Non-Recurring Charges</u>	<u>Monthly Recurring</u>
200 Conductor Electrical Cross Connect Block	---	\$64.25
Digital Cross-Connect Panel (DSX-3)/per DS-3 Termination	---	\$15.21
Digital Cross-Connect Panel/per DSX-1 Panel (Up to 56 DS-1 Term)	---	\$48.56
Optical Cross-Connect Panel/per OCX Panel Segment	---	\$5.84
Passive Bay Termination (Bay and Panel)/ DS-1 Termination	---	\$0.57
Passive Bay Termination (Bay and Panel)/ DS-3 Termination	---	\$7.29
200 Electrical Conductor Termination Block (Located Outside Transmission Node)/per Each	---	\$64.25
Digital Timing Source/per Synchronization Signal Provided	---	\$12.81
DS-1 Repeater	---	\$5.95
DS-3 Repeater	---	\$34.51



**COLLOCATION  
EXHIBIT PS-VII  
VIRTUAL COLLOCATION — ILLINOIS**

	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
Service Order	\$115.26	---
Optical Line - Cable Vault Splicing/ per Initial Splice	\$209.75	---
Optical Line - Cable Vault Splicing/ per Subsequent Splice	\$15.55	---
Optical Line - Splicing Test/ per Initial Splice	\$48.13	---
Optical Line - Splicing Test/ per Subsequent Splice Test	\$2.83	---
Optical Line - Cable Pulling - Manhole to Vault/ per First Foot	\$227.60	---
Optical Line - Cable Pulling - Manhole to Vault/ per Add'l Foot	\$1.14	---
Optical Line - Cable Pulling - Vault to LGX Panel/ per First Foot	\$84.93	---
Optical Line - Cable Pulling - Vault to LGX Panel/ per Add'l Foot	\$0.84	---
Optical Line - Diverse Riser/per Floor Traversed	\$501.99	---
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order	\$3,207.73	---
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order/ per Add'l 7' Bay Installed on Initial or Subsequent Order	\$1,603.87	---
Project Management Fee/ per Initial Shelf Installed on Subsequent Order	\$2,405.80	---

Project Management Fee/ per additional shelf installed on subsequent order	\$1,443.48	---
Project Management Fee/ per Bay Rearrangement and/or Miscellaneous Work	\$1,924.64	---
Power Delivery/per 7' Bay Installed	\$1,802.03	---
Thru-Connect per DSX-1 to DSX-1	\$7.13	\$0.24
Thru-Connect per OCX to OCX	\$7.13	\$1.72
7' Bay (Company Provided)/per Bay	\$452.34	\$26.28
7' Bay (Customer Installed/Pre-Packaged)/per Bay	---	\$22.34
Optical Line - Entrance Facility/per Foot	---	\$0.06
Optical Line - Riser Space/per Foot	---	\$0.26
Optical Line - Riser Space/per Fiber Termination	---	\$1.51
Power Consumption:		
Measurement Costs Per Customer Arrangement	\$2,911.85	---
Monthly Billing Costs Per Customer Arrangement	---	\$11.49
Kilowatt Engineering Costs-Existing Arrangements	\$272.47	---
Per KWH	---	\$0.28
200 Electrical Conductor Cross-Connect Block/ per Block	---	\$64.25
Digital Cross-Connect Panel/ per DS-3 Termination	---	\$15.21
Digital Cross-Connect Panel/ per DS-1 Panel (up to 56 DS-1 Terminations)	---	\$48.56
Optical Cross-Connect Panel/ per Panel Segment	---	\$5.84
Digital Timing Source per Timing Circuit	---	\$2.57



**CARRIER CROSS-CONNECT SERVICE FOR INTERCONNECTION (CCCSI)**  
**Recurring Rate Element**

<b>RATE ELEMENT DESCRIPTION</b>	<b>ILL</b>
Collocator to Collocator Cable Racking/Foot	\$ .70

**NonRecurring Rate Element**

<b>RATE ELEMENT DESCRIPTION</b>	<b>ILL</b>
Project Management Fee	\$1,02 8.66

**PREMISES REPORT**

**NonRecurring Rate Element**

<b>RATE ELEMENT DESCRIPTION</b>	<b>ILL</b>
Premises Report, per Premises	Time & Mater ials

**APPLICATION FEE**

**NonRecurring Rate Element<sup>3/</sup>**

<b>RATE ELEMENT DESCRIPTION</b>	<b>ILL</b>
Application Fee, Per Request Per Premises	TBD

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<sup>3/</sup> "TBD" means "to be determined," by Ameritech. As of the Effective Date, Ameritech has not established an Application Fee determined in accordance with Section 252(d) of the Act. Ameritech shall process Requesting Carrier's Collocation applications without payment; provided, that notwithstanding any limitations on backbilling in this Agreement, Ameritech shall bill and Requesting Carrier agrees to pay any applicable Application Fees once such fees have been determined.

**EXHIBIT PS-VIII  
STRUCTURE PRICING<sup>4/</sup>**

**POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS**

	<u>Non-Recurring Charge</u>	<u>Per Year</u>
Administrative Fee		
- per request or assignment	\$200.00	
Pole Attachment Fee		
- per pole, per year for each one foot of usable space occupied and for each power supply or equipment case or cabinet attached to a pole		\$2.36
Conduit Attachment Fee		
- per foot of innerduct occupied per year		\$0.41 <sup>5/</sup>

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<sup>4/</sup> The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Illinois and shall be adjusted periodically consistent with the terms of the Agreement.

<sup>5</sup> If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

**EXHIBIT PS-VIII  
STRUCTURE PRICING<sup>6/</sup>**

A. The following fees, rates and charges apply to Attachment to Ameritech Structure.

1. Administrative Fees. Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate a Requesting Carrier's request for Attachment. Administrative Fees are payable with Requesting Carrier's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

Administrative Fee - \$200.00 per request of assignment.

2. Maps, Records and Information Charges. Maps, Records and Information charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to a Requesting Carrier. Charges for these services will be as follows:

- a. Initial Map Preparation - The full cost to Ameritech to prepare a map or record for access by a Requesting Carrier.
- b. Record Searches and Information Requests - The full cost to Ameritech to research records and assemble information to respond to a Requesting Carrier's request for information and, if applicable, to meet with the Requesting Carrier to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Requesting Carrier shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Requesting Carrier shall pay the amount by which the costs of the request exceeds the estimate. Ameritech will reimburse to the Requesting Carrier the amount by which the deposit exceeds the actual cost of the request.

3. Make Ready Work Charges. Make Ready Work Charges include all of Ameritech's costs to prepare Structure for the Attachments of the Requesting Carrier, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

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<sup>6/</sup> The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Illinois and shall be adjusted periodically consistent with the terms of the Agreement.

- a. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.
  - b. Prior to commencing any Make Ready Work by Ameritech, the Requesting Carrier shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Requesting Carrier shall pay the amount by which the Make Ready Work Charges exceeds the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.
  - c. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Requesting Carrier shall make separate deposits for field survey Make Ready Work to determine the actual availability of space based on Ameritech's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Requesting Carrier's Attachment.
  - d. In the event that other Requesting Carriers, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Requesting Carrier's proportionate share of the Make Ready Work Charges.
4. Attachment Fees. Attachment Fees are the recurring charges to the Requesting Carrier to place and maintain its Attachments in or on Ameritech's Structure.
- a. Attachment Fees are due and payable twice each Contract Year in advance. On January 1 of each year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each Contract Year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.
  - b. Pole Attachment Fees
    - i) The Attachment Fee for poles applies to each pole on which the Requesting Carrier has placed its Attachment or for which Make Ready Work pursuant to a request for access has been completed.
    - ii) Pole Attachment Fee: \$2.36 per pole, per year for each one foot of space occupied by the Requesting Carrier's Attachments.
  - c. Duct or Conduit Attachment Fees

- i) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Requesting Carrier placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.
  - ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Requesting Carrier's Attachment, plus the cable racking and maintenance loop space measured by the length of the Requesting Carrier's cable within each manhole.
  - iii) If Requesting Carrier's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.
  - iv) If Requesting Carrier occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per Inner-duct foot for the Attachment.
  - v) Conduit Attachment Fee:  
  
\$0.41<sup>77</sup> per foot of Inner-duct or cable racking and maintenance loop space occupied per year.
- d. Rights-of-Way Attachment Fees:
- i) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Requesting Carrier has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.
  - ii) If Requesting Carrier's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

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<sup>77</sup> If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.



- iii) The Attachment Fees for the Requesting Carrier's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment.
- iv) The Attachment Fees for the Requesting Carrier's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment, and the cost to Ameritech of the right-of-way in question.

e. Period Inspection Fees

Periodic inspection fees will be assessed to cover the Requesting Carrier's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.

## EXHIBIT PS-X

### OPERATOR SERVICES AND DIRECTORY ASSISTANCE (as a TC Service)

#### A. Operator Services

1. Operator Assistance Occurrences (manual) — rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.  
  
\$.42 per occurrence
2. Automated Occurrences — rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.  
  
\$.15 per occurrence
3. Busy Line Verification  
  
\$.936756 per occurrence
4. Busy Line Verification — Interrupt  
  
\$1.094538 per occurrence
5. Custom Branding — rate is one time charge assessed on a per trunk group basis.  
  
\$850.00 per occurrence
6. LIDB Validation — one rate will apply.  
  
\$.062160 per occurrence for customer of another LIDB provider  
\$.016151 per occurrence for Ameritech LIDB customers

#### B. Directory Assistance

1. Home NPA Directory Assistance — rate will apply on a completed basis for all direct trunked calls.  
  
\$.30 per occurrence

2. Information call completion — rates apply on a completed call basis.

\$ .16 per occurrence

3. Branding — rate is a one-time charge assessed on a per trunk group basis.

\$850.00 per trunk group

## EXHIBIT PS-XI

### SIGNALING NETWORKS AND CALL-RELATED DATABASES

#### 1. Signaling Networks — STP Access as a Service

Signaling Link	FCC No. 2, Section 8.3.1 (Pending)
Port Termination	FCC No. 2 Section 6.9
Signaling Switching IAM	FCC No. 2 Section 6.9
Signal Transport IAM	FCC No. 2 Section 6.9
Signal Formulation IAM	FCC No. 2 Section 6.9
Signal Tandem Switching IAM	FCC No. 2 Section 6.9
Signal Switching TCAP	FCC No. 2 Section 6.9
Signal Transport TCAP	FCC No. 2 Section 6.9
Signal Formulation TCAP	FCC No. 2 Section 6.9
Non-Recurring Costs	NRCs
Port Termination	FCC No. 2 Section 6.9
Originating Point Code per service added or changed	FCC No. 2 Section 6.9
Global Title Address Transfer per service added or changed	FCC No. 2 Section 6.9

#### 2. Call-Related Databases

##### Local STP Interconnection — Toll Free Databases access as a Service

-800DB Carrier-ID-Only	FCC No. 2 Section 6.9
-800DB Routing Options	FCC No. 2 Section 6.9

##### Regional STP Interconnection — Toll Free Database access as a Service

-800 DB Carrier-ID-Only	FCC No. 2 Section 6.9
-800DB Routing Options	FCC No. 2 Section 6.9

##### Carrier Provided Operator Services — LIDB Access as a Service

Interconnection at local STP	
- LIDB Validation	FCC No. 2 Section 6.9
- LIDB Transport	FCC No. 2 Section 6.9

## EXHIBIT PS-XI

### Interconnection at regional STP

- LIDB Validation
- LIDB Transport

FCC No. 2 Section 6.9

FCC No. 2 Section 6.9

**29.20 Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any. This Agreement is the exclusive arrangement under which the Parties may purchase from each other the products and services described in Sections 251 and 271 of Act and, except as agreed upon in writing, neither Party shall be required to provide the other Party a product or service described in Sections 251 and 271 of the Act that is not specifically provided herein. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

FOCAL COMMUNICATIONS  
CORPORATION OF ILLINOIS

AMERITECH ILLINOIS  
BY SBC COMMUNICATIONS, INC. ITS  
AUTHORIZED AGENT

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Printed: **Larry B. Cooper**  
Title: **President-Industry Markets**

**29.20 Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any. This Agreement is the exclusive arrangement under which the Parties may purchase from each other the products and services described in Sections 251 and 271 of Act and, except as agreed upon in writing, neither Party shall be required to provide the other Party a product or service described in Sections 251 and 271 of the Act that is not specifically provided herein. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

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FOCAL COMMUNICATIONS  
CORPORATION OF ILLINOIS

AMERITECH ILLINOIS  
BY SBC COMMUNICATIONS, INC. ITS  
AUTHORIZED AGENT

By: Robert C Taylor  
Printed: Robert C. Taylor  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_